

CITY OF SAN JOSE
&
[NAMES OF UNIONS PARTICIPATING]

2011 RETIREMENT NEGOTIATIONS GROUND RULES

GENERAL PROCESS

1. The parties agree that the coalition bargaining process for pension and retiree healthcare benefits is separate and distinct from current or pending negotiations between the City of San Jose and any other coalition, or from any other individual negotiation for a successor agreement. Agreement or impasse in either the retirement negotiations coalition process or any other coalition or individual negotiation process will have no affect on the other negotiations.
2. The City and each Union participating in the coalition shall designate a chief spokesperson(s) that shall have the authority to negotiate and enter into tentative agreements on behalf of their respective constituents.
3. The City and each Union participating in the coalition will have permanent negotiating team members. However, the parties may change team members during the negotiation process upon advance notice, at least 24 hours prior to the session, to the other team.
4. The parties agree that prior to another person being present at the negotiation sessions, other than the City's negotiating team and the Unions' negotiating team, they will give the other side at least twenty-four (24) hours notice, including the name of the other person and topic they will be present for during the negotiation session.
5. Each Union participating in the coalition will ensure that a designated representative attends every negotiation session.
6. Either party may caucus at any time, with the understanding that the caucus time is reasonable and provides an estimated conclusion time.
7. There is no implied commitment by any party when brainstorming during negotiation sessions. All proposals and counter proposals shall be submitted in writing. Nothing that is not in writing and signed by the designated representative for the City and each applicable Union will be construed as part of any Tentative Agreement.
8. Any Tentative Agreement must be in writing and signed by the designated representative for the City and each Union agreeing to the Tentative Agreement. Nothing that is not in writing and signed by the designated representative for the City and each applicable Union will be construed as part of any Tentative Agreement.
9. The City and any Union in the coalition may enter into a Tentative Agreement at any time and does not require agreement by any other party in the coalition. A Tentative Agreement, including any tentative agreements reached during the negotiations on individual issues, is subject to ratification by the applicable Union's membership and approval of the City Council in open session. The City's negotiating team agrees that it

will make good faith efforts when recommending a Tentative Agreement to the City Manager and the City Council, and each Union participating in the coalition agrees that they will make good faith efforts when recommending a Tentative Agreement to the union membership.

10. Any member of the Coalition, including the City, may choose to withdraw from negotiations as a member of the Coalition. Withdrawal from the Coalition is without prejudice to the withdrawing organization's right to bargain with the City or the City's duty to bargain. Withdrawal from the Coalition by any member will convert the negotiations to bargaining with the withdrawing Union separately, starting with the City's last proposal on the table. The City may continue coalition bargaining with the remaining members of the coalition.

RELEASE TIME

11. The City will authorize release time from regular duties for up to two (2) representatives from each bargaining unit to participate in the negotiation sessions. Representatives shall use the City Paid Union Release Time (URT) payroll code for any paid time off authorized by the City in the negotiation process. Representatives shall not receive compensation for sessions that may occur outside their regular working hours.

IMPASSE PROCEDURES

12. The parties recognize that coalition bargaining is a permissive subject of bargaining and agree that the coalition process does not extend to impasse or any impasse resolution procedure under either state law or Employer-Employee Resolution #39367 absent agreement of the parties.
13. In the event of impasse in the coalition bargaining process, the parties agree that all Unions that participated in the Coalition will participate in the impasse procedures collectively under the impasse resolution procedures specified in Section 23 of the Employer-Employee Resolution #39367.

FOR THE CITY

FOR THE COALITION